BANKRUPTCY — PROVABLE CLAIMS — ALIMONY. — A was granted a judgment for alimony against B in North Dakota. Upon the basis of this judgment A got a judgment in New York against B. B later became bankrupt and obtained his discharge. *Held*, that recovery on the New York judgment is barred by B's discharge. 118 N. Y. Supp. 562 (Sur. Ct.).

Alimony is not a debt, but a duty of support owed by the husband to the wife, liquidated in terms of money for convenience only. Hence, by the weight of authority, it was not provable in bankruptcy proceedings even before the adoption of section 5 (2) in the Bankruptcy Act of 1903. *Wetmore* v. *Markoe*, 196 U. S. 68; *Lynde* v. *Lynde*, 181 U. S. 183. The recovery of a judgment for alimony, however, like the recovery of any other judgment, should not change the essential nature of the liability. See *Wisconsin* v. *Pellican Ins. Co.*, 127 U. S. 265. Courts will therefore look at the basis of a judgment given in their own jurisdiction to determine whether it is dischargeable. *Turner* v. *Turner*, 108 Fed. 785. Nor does the fact that suit can be brought on a judgment in another state alter the nature of the claim. See *Audubon* v. *Shufeldt*, 181 U. S. 575. Even in such a case, the courts will look at the character of the judgment. *Huntington* v. *Attrill*, 146 U. S. 657. See *Horner* v. *Spelman*, 78 Ill. 206. Merely by combining the above principles, the nature of a judgment based on the judgment of another state can be determined. And since the judgment in the principal case depended ultimately on liability for alimony, the decision seems erroneous.

BILLS AND NOTES — OVERDUE PAPER — MATURITY UPON DEFAULT IN INTEREST. — An action was brought by the indorsee against the maker of a promissory note which contained a provision that upon any default in the payment of interest the note was immediately to become due. The plaintiff purchased the note for value after such a default. *Held*, that the plaintiff took before maturity. *Gillette* v. *Hodge*, 170 Fed. 313 (C. C. A., Eighth Circ.).

A decision squarely opposed to that in the principal case suggests as a reason for the dearth of cases in point, the obviousness of the fact that when parties contract that a note shall become due at a certain time, it does so become due. *Hodge* v. *Wallace*, 129 Wis. 84. *Cf. Harrison Machine Works* v. *Reigor*, 64 Tex. 89. But the present decision follows an established rule of the federal courts. *Chicago Ry. Equipment Co.* v. *Merchants' Bank*, 136 U. S. 268. See *Neb. City Nat. Bank* v. *Neb. City Hydraulic Gas Light & Coke Co.*, 4 McCrary (U. S.) 319. And by the weight of authority such a provision in a note is regarded as permissive only, and inserted solely for the holder's benefit. See *Blakeslee* v. *Hoit*, 116 Ill. App. 83. Otherwise a defaulting debtor might take advantage of his own wrong, and deprive his creditor of a valuable investment. See *Cox* v. *Kille*, 50 N. J. Eq. 176. Where the payee has not enforced his rights under the provision, the statute of limitations is held to run, not from the first default in the payment of interest, but from the time otherwise specified for the maturity of the note. *Belloc* v. *Davis*, 38 Cal. 242. Were the provision self-operative, the payee could not set up a waiver of his rights thereunder, merely to remove the bar of the statute against himself.

CARRIERS — BILLS OF LADING — DELIVERY TO CONSIGNEE WITHOUT PRESENTATION OF BILL. — Freight was shipped on a "straight" bill of lading, containing the words "not negotiable or assignable." The carrier delivered the goods to the consignee, without asking for the bill. The consignor, for value, transferred the bill to a third person, who demanded delivery and sued the carrier for conversion. A statute made all bills of lading negotiable. *Held*, that the plaintiff cannot recover. *Bonds-Foster Lumber Co.* v. *Northern Pacific Ry. Co.*, 101 Pac. 877 (Wash.).

Any misdelivery of property by a carrier is a conversion. *Youle* v. *Harbottle*, 1 Peake 68. By giving a negotiable bill of lading, the carrier in effect contracts to deliver the goods to the holder of the bill. See *Commercial Bank* v. *Chicago, St. Paul, & Kansas City Ry. Co.*, 160 Ill. 401; *National Bank* v. *Atlanta &*

Charlotte Air Line Ry. Co., 25 S. C. 216. So a railroad is liable for allowing any person other than the holder of the bill to take the goods; and furthermore must demand the surrender of the bill. *Forbes* v. *Boston & Lowell Railroad Co.*, 133 Mass. 154; *First National Bank* v. *Northern Pacific Ry. Co.*, 28 Wash. 439. But since the contract under a "straight" bill is to deliver to the consignee and to no other, the carrier is protected in delivering to him without requiring the bill. *Templeton* v. *Equitable M'f'g Co.*, 79 Ark. 456; *Forbes* v. *Boston & Lowell Railroad Co., supra; Nashville, Chattanooga, & St. Louis Ry. Co.* v. *Grayson Bank*, 100 Tex. 17. The opposite view, that the possession of the bill and the right to the goods are always inseparable, seems too narrow. See *First National Bank* v. *The Northern Railroad*, 58 N. H. 203; *Barnum Grain Co.* v. *Great Northern Ry. Co.*, 102 Minn. 147. Upon the assumption that the statute in the principal case does not apply to bills marked "non-negotiable," the decision is correct. The same court, on a "straight" bill containing no mention of negotiability, held the carrier liable. *First National Bank* v. *Northern Pacific Ry. Co., supra.* But as the last section of the statute provides that a bill of lading does not alter the obligations of carriers as defined in this chapter, "unless it is plainly inconsistent therewith," the two interpretations are harmonious and reasonable.

CONFLICT OF LAWS — JURISDICTION — SITUS OF CHOSE IN ACTION. — A New Jersey corporation claimed the beneficial interest in certain shares of its own stock, the legal ownership of which was in a non-resident upon whom no process had been served. *Held*, that the New Jersey Court of Chancery has jurisdiction to declare a trust of such shares. *Amparo Mining Co.* v. *Fidelity Trust Co.*, 73 Atl. 249 (N. J., Ct. App.). See notes p. 134.

CORPORATIONS — PROMOTERS — DISCLOSURE OF INTEREST TO DUMMY DIRECTORS. — The defendant and others, owners of certain parcels of property, formed a corporation, intending to sell such property to it at a profit and, as part of the general scheme, to offer stock for public subscription. When only forty shares of stock were issued, these being held by the defendants and their dummies, the contract to buy the property was entered into for the corporation by the directors who then comprised all the stockholders. Two months later one hundred and thirty thousand shares were issued to the vendors and twenty thousand to outside subscribers. Later, the corporation sued in equity to recover from the defendant his secret profits. *Held*, that the defendant is liable. *Old Dominion Copper, etc., Co.* v. *Bigelow*, 89 N. E. 193 (Mass.).

In a suit against an associate promoter involving substantially the same facts the United States Supreme Court recently reached an opposite conclusion. *Old Dominion Copper, etc., Co.* v. *Lewisohn*, 210 U. S. 206. Though distinguishing that case from the facts disclosed in the present record, the court in the main case apparently goes the length of holding that "there is a liability of the promoter to the corporation when further original subscribers to capital stock contemplated as an essential part of the scheme of promotion come in after the transaction complained of, even though that transaction is known to all the then stockholders, that is to say, to the promoters and their representatives." This holding represents what seems the better view, suggested in 22 HARV. L. REV. 48.

EQUITABLE ELECTION — ELECTION UNDER THE WILL OF A MARRIED WOMAN. — Under the English Married Women's Property Act a married woman bequeathed to a stranger a certain chattel belonging to her husband, and in the same will left her husband an annuity out of her separate estate. *Held*, that the husband is put to his election to take under the will, allowing the gift of his property to take effect, or to repudiate the gift to himself and assert his right to the chattel. *In re Harris*, 1909, 2 Ch. 206. See NOTES, p. 138.